

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole Soccer Club Inc.	<u>Agreement</u>
DEPARTMENT: Tourism Development	_ DIVISION:
AUTHORIZED BY: Jallet	CONTACT: Kathryn Townsend EXT. 2905
Agenda Date 10-22-02 Regular Co	onsent Work Session Briefing Public Hearing 7:00
MOTION/RECOMMENDATION: Approve and authorize Chairman to execute the	

## **BACKGROUND:**

The Seminole Soccer Club promotes youth soccer interest through league competition locally, regionally, nationally and internationally. In addition to tournaments, training exhibits and clinics, the Club has also hosted Florida Olympic training and the Florida State Youth Championships. The Club works closely with the Tourism Development Council to promote national and international tourism in conjunction with these events. Economic impact for five events to be held in FY 02-03 is estimated at over \$8 million.

The Tourist Development Council recommends this expenditure in the amount of \$15,000 which is available in the Tourism Development budget for FY 02-03.

Reviewed Co Atty: DFS: Other: DCM: CM:
File No. <u>CTD-</u> 03

#### SEMINOLE SOCCER CLUB AGREEMENT

THIS AGREEMENT is made and entered this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_,

20\_\_\_\_\_, by and between SEMINOLE COUNTY, a political subdivision of the

State of Florida, whose address is Seminole County Services Building,

1101 East First Street, Sanford, Florida 32771, hereinafter referred to

as "COUNTY," and SEMINOLE SOCCER CLUB, INC., d/b/a SEMINOLE SOCCER

LEAGUE, whose mailing address is Post Office Box 915425, Longwood,

Florida 32751-5425, hereinafter referred to as "SEMINOLE SOCCER".

#### WITNESSETH:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum, the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based soccer tournaments to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the SEMINOLE SOCCER agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2002, through September 30, 2003, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the SEMINOLE SOCCER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SEMINOLE SOCCER after the SEMINOLE SOCCER has received notice of termination. Upon said termination, the SEMINOLE SOCCER shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

#### Section 3. Services.

- (a) SEMINOLE SOCCER shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based Seminole Soccer Tournaments, as described in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) The Seminole County Convention and Visitors Bureau logo with telephone number and web site address must appear on all promotional material for which reimbursement will be requested.
- (c) SEMINOLE SOCCER shall submit proposed advertisement and promotional copy to the COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by the COUNTY shall not be eligible for reimbursement.
- (d) Promotional packages sent out by SEMINOLE SOCCER for the event must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify

for reimbursement.

(e) SEMINOLE SOCCER is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors In order to qualify for reimbursement funds, SEMINOLE SOCCER must provide to the Seminole County Convention and Visitors Bureau, after the event, a minimum number of questionaires, completed in full by attendees at the Seminole Soccer Tournaments; the minimum number of required questions must be equal to ten percent (10%) of the projected attendance at the event, as stated in the grant application, or one hundred fifty (150), whichever is greater. Incomplete or partial questionaires will not count toward the refunded minimum number.

Failure to provide the required number of completed questionaires or failure to utilize the required form questionaire shall result in both non-reimbursement of approved funds, but shall also directly impact future qualifications for Tourist Development Tax funding.

- (f) In order to qualify for reimbursement under this Agreement, SEMINOLE SOCCER must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.
- (g) After-event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the event.
- (h) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by SEMINOLE SOCCER and submitted to the COUNTY no later than one (1) week after the event.
- (i) SEMINOLE SOCCER shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SEMINOLE SOCCER's event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be

maintained throughout the duration of this Agreement.

(j) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SEMINOLE SOCCER by the COUNTY pursuant to this Agreement.

#### Section 4. Liability and Insurance.

(a) Liability. COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of SEMINOLE SOCCER, its officers, employees and agents in the performance of services provided hereunder and the SEMINOLE SOCCER hereby agrees to fully and completely indemnify, insure and hold harmless the COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of the SEMINOLE SOCCER and its officers, members, agents and employees.

#### (b) Insurance.

Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SEMINOLE SOCCER, SEMINOLE SOCCER shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous

certificate has been provided.

- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, SEMINOLE SOCCER shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by the COUNTY, SEMINOLE SOCCER shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by SEMINOLE SOCCER shall relieve SEMINOLE SOCCER of SEMINOLE SOCCER's full responsibility for performance of any obligation including SEMINOLE SOCCER's indemnification of COUNTY under this Agreement.
- (5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.
- (B) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain

a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

- is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, SEMINOLE SOCCER shall, as soon as SEMINOLE SOCCER has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SEMINOLE SOCCER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY SEMINOLE SOCCER shall be deemed to be in default of this Agreement.
- (6) <u>Specifications</u>. Without limiting any of the other obligations or liability of SEMINOLE SOCCER, SEMINOLE SOCCER shall, at SEMINOLE SOCCER's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

#### (A) <u>Commercial General Liability</u>.

(1) SEMINOLE SOCCER's insurance shall cover SEMINOLE SOCCER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive

endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(2) The minimum limits to be maintained by SEMINOLE SOCCER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

#### LIMITS

General Aggregate \$Thm

\$Three (3) Times the Each Occurrence Limit

Personal & Advertising

\$1,000,000.00

Injury Limit

Each Occurrence Limit

\$1,000,000.00

- (7) <u>Coverage</u>. The insurance provided by SEMINOLE SOCCER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of SEMINOLE SOCCER.
- (8) <u>Occurrence Basis</u>. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- Section 5. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the SEMINOLE SOCCER a not to exceed amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for all services provided hereunder by the SEMINOLE SOCCER during the term of this Agreement, in accordance with the project budget and requirements set forth in Exhibit "A". Qualified expenditures are reimbursable upon:
- (a) Receipt by the COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit "B," from the SEMINOLE SOCCER requesting all or part of the above amount. The Request for Funds form

shall be completed properly and documentation attached including original invoices and copies of canceled checks. Such request by the SEMINOLE SOCCER shall only be for services specifically provided for herein necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to SEMINOLE SOCCER under this Agreement.

- (b) Verification by the Seminole County Tourism Development Director that the SEMINOLE SOCCER is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;
- (c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures; and
  - (d) Payment requests shall be sent to:

Original:

Director

Seminole County Tourism Development

1230 Douglas Avenue, Suite 116

Longwood, Florida 32779

Duplicate:

Director, Department of Finance

Seminole County Services Building

1101 East First Street Sanford, Florida 32771

(e) Reimbursement shall be contingent upon the SEMINOLE SOCCER's compliance with the requirements as stated in Exhibit "A".

Section 6. Reporting Requirements. In the performance of this Agreement, SEMINOLE SOCCER shall maintain books, records and accounts of

all activities in compliance with normal accounting procedures. SEMINOLE SOCCER shall transmit and certify interim records with each Request for Funds form submitted to the COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit "A". SEMINOLE SOCCER shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, the SEMINOLE SOCCER shall submit a final Narrative Progress Report form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to the SEMINOLE SOCCER shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques or certificates; private entertainment, lodging, food and beverages; and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit "A".

Section 8. Unavailability of Funds. The SEMINOLE SOCCER acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the SEMINOLE SOCCER

as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SEMINOLE SOCCER after the SEMINOLE SOCCER has received such notice of termination. In the event there are any unused COUNTY funds, SEMINOLE SOCCER shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. The SEMINOLE SOCCER shall allow the COUNTY, its duly authorized agent and the public access to such of the SEMINOLE SOCCER's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

**Section 10. Liaison.** The SEMINOLE SOCCER shall submit the originals of the Request for Funds form, the Narrative Progress Report form and any other required reports or correspondence to the following:

Director Seminole County Tourism Development 1230 Douglas Avenue, Suite 116 Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

#### For COUNTY:

Director Seminole County Tourism Development 1230 Douglas Avenue, Suite 116 Longwood, Florida 32779

For SEMINOLE SOCCER:

Randy Smith eco President
Seminole Soccer Club, Inc.
d/b/a Seminole Soccer League
Post Office Box 915425
Longwood, Florida 32791-5425

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

#### Section 13. Entire Agreement.

- (a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- (b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, the SEMINOLE SOCCER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SEMINOLE SOCCER as provided hereinabove.

#### Section 15. Conflict of Interest.

(a) The SEMINOLE SOCCER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III,

Chapter 112, Florida Statutes, relating to ethics in government.

- (b) The SEMINOLE SOCCER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the SEMINOLE SOCCER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, the SEMINOLE SOCCER hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

SEMINOLE SOCCER CLUB, INC. d/b/a SEMINOLE SOCCER LEAGUE

MARY BETH DARBY, Secretary

KRISTIN MAZZA

(CORPORATE SEAL)

By: Mere

RANDY SMITH, C.C.O.

Date:

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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

As authorized for execution by

at their \_\_\_\_\_, 20\_\_\_ regular meeting.

the Board of County Commissioners

By:					
_	DARYL	G.	MCLAIN,	Chairman	
Date:				-	

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

Clerk to the Board of County Commissioners of Seminole County, Florida

Ac/lpk

MARYANNE MORSE

6/11/02 8/16/02 soccerclub

Attachments:

Exhibit "A" - Project Expenses
Exhibit "B" - Request For Funds Form
Exhibit "C" - Narrative Progress Report Form

## EXHIBIT "A"

# PROJECT EXPENSES:

Intended Utilization of Tourist Tax Funds (Please refer to authorized and unauthorized uses	on page 5-6)
Advertising	\$ 25,000 &
Postage/Mailing/Printing	\$ 31,000
Event Operating Expenses	\$ 56,250
Management Expenses	\$ 7,000
	\$
	\$\$
Total Tourism Funds:	\$ 25,000
Other Project Expenses	
	\$
	\$
	\$\$
	\$
	\$
	\$
Total Other Project Expenses	\$
TOTAL PROJECT EXPENSES	<b>\$</b> 121,250
Profit (Loss)	\$

# EXHIBIT "B" REQUEST FOR FUNDS FORM SEMINOLE COUNTY TOURISM DEVELOPMENT

EVENT NAME		
ORGANIZATION		
ADDRESS	, m, a t	
CONTACT PERSON	Т	ELEPHONE
REQUEST PERIOD FROM		_ TO
REQUEST NUMBER	_	
( ) INTERIM REPORT	( ) F	INAL REPORT
TOTAL CONTRACT AMOUNT \$	-quay the B	<del></del> ,
EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
TOTALS		
NOTE: Furnishing false informatification federal laws.	tion may constit	ute a violation of applicable State and
based on our official accounting and that the costs shown have	g system and rec been made for th	y that the above information is correct ords. Consistently applied and maintained me purpose of an in accordance with, the e for reimbursement of actual costs made
SIGNATURE		
TITLE		

#### INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to the Seminole County Tourism Development Department and it is completed correctly and required documentation attached. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

**EVENT NAME:** The name of the event your organization is

requesting reimbursement (if applicable).

**ORGANIZATION:** Your organization name.

ADDRESS: The address the reimbursement check should be sent.

**CONTACT PERSON:** The person who is responsible for the request.

TELEPHONE NUMBER: The number of the contact person.

**REQUEST PERIOD:** Beginning and ending date of the request period.

CONTRACT AMOUNT: The total of the contract with Seminole County.

**REQUEST #:** The sequential number of this request.

INTERIM/FINAL: Indicate what type of request this is.

**EXPENSE:** The category of the expense for which you are

requesting reimbursement.

BUDGET: The amount budgeted for that expense from Exhibit

"A" of the contract.

**REIMBURSEMENT:** The amount you are requesting for reimbursement.

TOTALS: Enter total for each column.

**CERTIFICATION:** Type in name, title and date the certifying

Officer of your organization signs request.

# EXHIBIT "C" NARRATIVE PROGRESS REPORT

### SEMINOLE COUNTY TOURISM DEVELOPMENT 105 International Parkway Heathrow, Florida 32746

REPORT PERIOD FROM		TO	
ORGANIZATION NAME			
EVENT NAME			
ADDRESS		and the second s	
CONTACT		PHONE ()	
( ) INTERIM REPORT		( ) FINAL REPORT	
completion date and you will be reque additional sheets,  Please indicate the	status of each of testing reimbursement if necessary.	your event, including the the promotional elements for the (refer to Exhibit "A").  your organization plans to and promotion, for this ever	which Use make
in seminore country,	such as advertising	and promotion, for this ever	16.
(For Final Report O Please indicate the		erated by your event.	
# of hotels us	sed	11.2 0010449	
# of hotel roo	om nights		
# of out-of-to	wn participants		
# of out-of-to	own fans		
# of out-of-to	wm media		

#### INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is to be submitted to the Tourism Development office along with your request(s) for reimbursement. This report is considered an "interim report" when it accompanies any reimbursement request other than the final request. If the first request the final request (i.e., one and the same), then that request is considered "Final" and the Narrative Progress Report would be considered a "Final Report," to accompany the final request for reimbursement.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD:	Indicate the period the report covers.
( ) INTERIM ( ) FINAL	Indicate what report you are submitting.

Answer the questions as completely as possible. For an interim report, use projections. For a final report, please use actual figures.

Please call the Tourism Development Office if you have any questions in completing the report. It is important these reports be submitted in a timely manner in order that progress reports can be made to the Tourism Development Council.